property out of his usual course of business, the consignor is entitled to retake the property even from a bona fide purchaser for value; that the consignor is not estopped from setting up his title inasmuch as he has done nothing inconsistent with the real transaction between himself and his factor. Andrews, C. J., and Hall, J., dissented.

The general rule is that where the goods are to be sold by the party receiving them on his own account, the owner merely reserving title until the purchase money is paid, the transaction is a conditional sale and not a consignment, and hence under statute in most States is an absolute sale as to third parties unless recorded. But it has also been held that a purchaser of the entire stock will not be so protected, nor will a purchaser not in the regular course of trade. *Burbank* v. *Crooker*, 7 Gray 158; *Pratt* v. *Burhans*, 84 Mich. 489.

INJUNCTION—GROUNDS—THREATENING SUITS FOR INFRINGEMENT OF PATENTS—ADRIANCE, PLATT & CO. v. NATIONAL HARROW CO., 98 Fed. 118. —An owner of a patent published letters and circulars asserting the validity of his patent, that another manufacturer infringed it, and that any one who purchased the infringing article would be sued by the owner of the patent. *Held*, that a bill asking for an injunction against such circulars cannot be dismissed on demurrer.

This decision recognizes that equity may have jurisdiction to enjoin a party from advertising his goods. It all depends upon whether the advertisement uses false, malicious, offensive or opprobrious language, with the purpose of injuring the party claimed to be infringing. *Kelly* v. *Ypsilanti Dress-Stay Manuf. Co.*, 44 Fed. 19. In view of the undoubted right every one has to advertise his goods so long as he does it in good faith, and of the adequate remedy at law which the plaintiff may claim, if in such advertisement anything libelous has been published, courts are bound to consider such questions as this with great care. There is little law as yet on this subject, but since the case of *Kidd* v. *Horry*, 28 Fed. 773, courts seem inclined to recognize the jurisdiction of equity in cases where a malicious motive and bad faith are clear.

INN-KEEPERS—LIABILITY FOR GOODS OF GUEST—MISCONDUCT OF GUEST —LUCIA v. ORNEL, 61 N. Y. Sup. (App. Div.) 659.—The plaintiff, a guest in a hotel, took a woman of ill-fame to his room with him for consort, who absconded with a sum of his money. Plaintiff then requested the hotel clerk to keep the remainder of his money for him, but the clerk refused to do so, and after plaintiff went back to his room, the balance of his money was stolen from him. *Held*, that plaintiff's misconduct and immorality did not bar him from recovering the balance, subsequently stolen.

Curtis v. *Murphy*, 63 Wis. 4, holds that if a man takes a woman to a hotel for the purpose of prostitution, he does not thereby acquire the rights of a guest. But this does not apply in the present case, as the man was not robbed while occupying the room with the strumpet, but afterwards.

PARTIES—ACTION BY MARRIED WOMAN—LOSS OF EARNING CAPACITY —TEXAS R. R. CO. v. HUMBLE, 97 Fed. 837.—A married woman sued for personal injury independently of her husband. *Held*, that she could recover damages for the impairment of her earning capacity, and that this recovery was one in which the husband had no interest.

The present case brings out a distinction that is a source of some confusion, the difference between an impairment of a married woman's earning capacity and her capacity to render services to her husband and family. In the latter case the husband has the right to sue for the injury, not the woman. *R. R. Co.* v. *Hensen*, 58 Fed. 531. But her capacity to earn money may